

**ONE2ONE COMPUTER SERVICES, INC.
MASTER SERVICES AGREEMENT**

This MASTER SERVICES AGREEMENT (“Agreement”) is made and entered into _____, 20__ , by and between ONE2ONE COMPUTER SERVICES, INC., a Pennsylvania corporation (“Company”) and the customer identified on the signature line below (“Customer”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, Company and Customer agree as follows:

1. Overview. This Agreement states the terms and conditions by which Company will provide to Customer and Customer will purchase from Company one or more of the following services: IT Governance and IT Management services; Business Process Review services; Repliguard offsite data storage and back-up services (“Repliguard”); commercial and residential networking services; Peripherals services (excluding set-up); disaster recovery services; installation, maintenance and repair services for Hardware and Software; website hosting; website and graphic design services; and other services as may be mutually agreed upon in writing by Company and Customer, as specified in any of the following: (a) the Services Schedule, attached hereto as Exhibit A (the “Services Schedule”), (b) any work order, purchase order, or other written or electronic proposal issued by Company and accepted by Customer, or (c) any subsequently agreed to written work order, purchase order, or other similar document and/or information sheet executed by Customer and Company, in each case, with respect to one or more particular Services (each, a “Work Order,” and any Service listed in the Services Schedule and/or any Work Order is referred to herein as a “Covered Service” and, collectively, the “Covered Services”). Covered Services shall not include any of the exclusions set forth in Section 8 hereof. This Agreement shall automatically apply to and cover all Covered Services, and only those Covered Services, specified and/or described in the Services Schedule and/or a Work Order. To the extent that the terms of the Services Schedule or any Work Order are not consistent with the terms of this Agreement, the terms of this Agreement shall control with regard to anything other than the scope of Covered Services provided for therein.

2. Delivery of Services; Payment Terms. Customer agrees to accept and pay for the Covered Services and/or any other services performance by Company at Customer’s request (“Other Services”) within twenty (20) days of Company’s invoice for payment. All fees for Covered Services will be as stated in the Services Schedule and/or applicable Work Order, or, if not so stated, will be Company’s standard fees for such Covered Services at the time the Services Schedule and/or applicable Work Order is submitted and accepted. All fees for Other Services will be at Company’s Standard fees for such Other Services at the time such Other Services are performed and will be billed as stated in Exhibit C. Unless explicitly stated otherwise in any other written agreement between Customer and Company, Company reserves the right to increase the fees for any Covered Service upon ninety (90) days written notice from Company to Customer (each a “Fee Increase Notice”). If Customer does not terminate the Covered Service(s) effected by the Fee Increase Notice within sixty (60) days of the date of any such notice, then Customer agrees to pay the increased amount for any such Covered Service(s) from and after the effective date of such fee increase as set forth in the Fee Increase Notice. Company may not increase the fees for any Covered Service more frequently than once annually, and with regard to any monthly recurring fees for Covered Services, Company shall not increase the fees for any such Covered Service during the first year during which such service is provided by Company.

3. Term and Termination.

a. This Agreement shall become effective upon the execution hereof (the “Effective Date”), and, unless sooner terminated as hereinafter provided, shall remain in full force and effect for an initial term equal to the greater of: (a) one (1) year from the Effective Date; or (b) the longest term applicable to any of the Covered Services selected by Customer (the “Initial Term”). At least forty-five (45) days prior to the expiration of the Initial Term (or any subsequent Renewal Term), Company shall provide notice to Customer indicating whether Company (i) intends to terminate this Agreement effective as of the expiration of the Initial Term or any subsequent Renewal Term, as applicable, or (ii) offer Customer the option to extend the term of this Agreement for one year (each, a “Renewal Term”), conditioned upon no default existing as of the expiration of the then current term.

b. In addition to the foregoing and subject to any terms or conditions set forth in this Agreement, (i) either Customer or Company may terminate this Agreement at any time, for any or no reason, upon giving at least sixty (60) days prior written notice of such termination to the other party, or (ii) Company may terminate this Agreement immediately upon written notice if Customer defaults under either (y) Section 2 of this Agreement and such default continues for more than five (5) days past the date when due, or (z) Section 7 of this Agreement. Notwithstanding any termination or expiration of this Agreement, this Agreement shall remain in full force and effect and applicable to any Services Schedule and/or Work Orders outstanding at the time of such termination or expiration until the completion of all Covered Services provided for therein and until payment in full by Customer of all fees and charges due to Company in connection with the provision of such Covered Services by Company or otherwise due by Customer to Company in accordance with this Agreement. Notwithstanding the foregoing, in the event of

termination by Customer prior to the end of the Initial Term or any subsequent Renewal Term, in addition to any other amounts due to Company hereunder, Customer shall pay to Company damages equal to fifty percent (50%) of the fees due during the remaining portion of the Initial Term or any Renewal Term.

4. Warranty Limitations. UNLESS OTHERWISE STATED IN THE SERVICES SCHEDULE OR ANY APPLICABLE WORK ORDER, ALL COVERED SERVICES AND OTHER SERVICES (WITHOUT LIMITATION) ARE PROVIDED “AS-IS” AND ON AN “AS-AVAILABLE” BASIS, AND THERE ARE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO PROMOTIONAL MATERIALS, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. ALL WARRANTIES ARE EXPRESSLY DISCLAIMED. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF ALL COVERED SERVICES SHALL BE AND REMAIN WITH CUSTOMER.

5. Proprietary Rights.

a. All Covered Services and all materials, documents, ideas, inventions, techniques, “know-how,” software, data, code, creative works, copyrights, copyrighted materials, trademarks, artwork, graphics or other intellectual property developed or created by Company under, pursuant to or in connection with any Covered Services or Other Services performed by Company pursuant to the Services Schedule or any Work Order, as applicable (collectively, the “Proprietary Materials”) are and shall be owned and remain the exclusive property of Company. If Company agrees to transfer or assign to Customer any Proprietary Materials, such transfer or assignment of any Proprietary Materials or any rights therein or thereto shall, unless otherwise expressly stated in writing, be subject to a nonexclusive, perpetual right and license in favor of Company to use, copy, make derivative works of and display such Proprietary Materials for Company’s promotional purposes and for Company’s internal business purposes. Customer shall protect Company’s proprietary rights in any Proprietary Materials and, at a minimum, Customer agrees: (a) to take all necessary and reasonable steps to keep the Proprietary Materials under adequate security so as to ensure that no unauthorized access, disclosure, copies or use is made thereof; (b) to notify Company immediately of the existence of circumstances surrounding any unauthorized knowledge, access, disclosure, possession or use of the Proprietary Materials, or any portion thereof, by any person or entity; (c) not to create, attempt to create or permit any attempt to reverse engineer or decompile the Proprietary Materials or any part thereof; (d) not to alter, remove or conceal any copyright, trade secret or other proprietary rights notices that may appear on any Proprietary Materials and, to the extent applicable, Customer shall reproduce such notices on any copies or derivative works of any Proprietary Materials; and (e) not to permit any lien or encumbrance on the Proprietary Materials. In the event of a breach or default by Customer under this Agreement, the Services Schedule or any Work Order, as applicable, all rights of Customer to use or possess any and all Proprietary Materials and any and all other materials of or supplied by Company shall immediately and without notice cease and terminate, and Customer shall immediately deliver to Company all copies and/or derivative works and cease all use of the Proprietary Materials or portions thereof and any and all other materials of or supplied by Company. This paragraph shall survive termination or expiration of this Agreement for any reason.

b. All data, code, creative works, copyrights, copyrighted materials, information, trademarks, artwork, graphics or other intellectual property which was developed by Customer and provided by Customer to Company in connection with this Agreement (collectively, the “Customer Materials”), the Services Schedule and/or any Work Order, as applicable, are and shall be owned and remain the exclusive property of Customer, except to the extent that any such Customer Materials are derivatives or and/or otherwise based on the Proprietary Materials, in which case such materials shall be considered Proprietary Materials hereunder. Any Customer Materials provided to Company shall be subject to a nonexclusive, right and license in favor of Company to use such Customer Materials to the extent and for as long as necessary for Company to perform the Covered Services and/or Other Services under the Services Schedule, any Work Order or otherwise, as applicable.

6. Indemnification. Customer agrees to indemnify, defend (with counsel of Customer’s choice, but subject to the approval of Company, in its reasonable discretion) and hold Company harmless from and against any and all threatened and actual claims, suits, causes of action, actions, judgments, damages, losses, penalties, costs, fees and expenses (including, without limitation, reasonable attorneys’ fees and expenses) arising out of or relating to the development, delivery, installation, use, performance and/or operation of the Covered Services and/or any Other Services, except to the extent arising out of the gross negligence and/or willful misconduct of Company. This paragraph shall survive termination or expiration of this Agreement for any reason.

7. Confidentiality & Nonsolicitation. Customer and Company each agrees to protect and maintain as confidential all information designated as confidential or proprietary by the other party or which reasonably should be considered confidential or proprietary information of the other party (“Confidential Information”), by:

a. treating the Confidential Information of the other party with at least the same care and protection accorded its own Confidential Information;

b. using reasonable care in the assignment of personnel who receive Confidential Information of the other party, and instructing such personnel to take all reasonable precautions to prevent unauthorized use or disclosure thereof; and

c. not using or disclosing such Confidential Information except as necessary to fulfill the terms of this Agreement, as otherwise authorized by the disclosing party or as required by law.

Notwithstanding the foregoing, neither Customer nor Company shall have an obligation of confidentiality with regard to any information that is known to such party prior to disclosure, is or becomes publicly available other than as a result of a breach of this Agreement or is disclosed to such party by a third party not subject to an obligation of confidentiality. For purposes of this Agreement, Customer and Company acknowledge and agree (without limitation) that this Agreement, the Services Schedule, all Work Orders, all pricing and service information of Company and the Propriety Materials shall be considered Confidential Information of Company. During the term of this Agreement and for a period of one (1) year following termination or expiration of this Agreement for any reason, Customer shall not, directly or indirectly, (i) solicit, hire, engage or receive the services of or from any employee, representative or agent of Company who had been with Company during the term of this Agreement or any contractor of Company who performed services for or had contact with Customer on behalf or at the request of Company during the term of this Agreement, or (ii) encourage or assist any Company employee, representative, agent or contractor to terminate his, her or its employment, contract or other relationship with Company. This paragraph shall survive termination or expiration of this Agreement for any reason.

8. Exclusions from Services. Each of the following is excluded from Covered Services to be provided by Company hereunder, under the Services Schedule or under any Work Order, as applicable (each an “Exclusion from Service” and, collectively, the “Exclusions from Service”):

a. Initial set-up of New and Replacement Hardware or Software including, without limitation, workstation set-up, Server set-up, Networking Hardware set-up, Handheld Device set-up, Peripheral set-up, operating system upgrades, system configuration, data transfer or loading of system applications and software;

b. Off-site Backup Services and/or Maintenance Services of any kind, unless expressly included in the Services Schedule and/or any Work Order; provided, however, that in any event, Company shall not be responsible for providing such Maintenance Services and/or Off-site Backup Services where Covered Hardware, Covered Software, Domain Name(s), E-mail Accounts, Website and/or Online Store is rendered inoperable, inaccessible and/or nonfunctional due, in whole or in part, to any of the following:

- (i) Obsolescence;
- (ii) Ordinary wear and tear;
- (iii) Alteration, tampering, sabotage, destruction and/or other damage, regardless of whether caused by Customer or any third party;
- (iv) Incompatibility with Customer’s or Company’s system requirements;
- (v) Failure or interruption of services provided by any third party;
- (vi) Defects or failure of products provided by any third party;
- (vii) Any other circumstance, whether or not specifically listed herein, caused, in whole or in part, by Customer or any third party.

c. Data recovery in the event of malfunction, disaster or other damage sustained to Customer’s network;
and

d. Maintenance Services for any Software and/or Covered Software for which the designer of such Software or Covered Software does not offer support services and/or a service plan.

Notwithstanding the foregoing, in the event that Customer requests, and Company agrees, to perform any work that would otherwise constitute an Exclusion from Service, such work shall be considered to be Other Services, and fees for such work shall be as set forth in Section 2 of this Agreement. Any such fees shall be in addition to, and shall not otherwise alter any charges for the Covered Services.

9. General Customer Obligations. In addition to any other obligations of Customer arising under this Agreement, Customer hereby represents, warrants, covenants and agrees as follows:

a. To provide Company reasonable access (both physical and electronic) to Company's Covered Hardware and Covered Software, Website, files and directories and network generally, to the extent necessary for Company to perform any Covered Services or Other Services;

b. Except as otherwise agreed to in advance in writing by Company, to refrain from making and to take all actions reasonable necessary to prevent any third party from making any Alterations to any Covered Hardware or Covered Software;

c. To notify Company promptly of any operational or other errors or problems with regard to any Covered Hardware, Covered Software, Website and/or Online Store and shall not attempt to repair any such error or other problem;

d. To keep in full force and effect all license agreements relating to any Covered Hardware or Covered Software;

e. To maintain reasonable and appropriate levels of physical and electronic security and protection from all environmental or physical perils, loss of data and/or any Damaging Electronic Files;

f. To maintain and preserve all passwords, keys, access codes, activations codes and other similar words, phrases and codes;

g. To comply with the terms of any warranty issued by any manufacturer of Covered Hardware and Covered Software;

h. To comply with all copyright and/or other intellectual property rights of third parties, as required by any Applicable Law;

i. To keep in good working order all files, directories, and code associated with any Website controlled by Customer; and

j. To perform all Updates in a timely manner and in accordance with the instructions provided to Customer by the manufacturer in connection with such Updates.

10. Additional Customer Obligations – Online Store. In addition to any other obligations of Customer contained herein, to the extent that the Covered Services provided by Company include services related to Customer's Online Store, Customer hereby represents, warrants, covenants, understands and agrees as follows:

a. Customer shall comply in all material respects with all Applicable Laws governing the security, collection, retention, storage, destruction and use by Customer of financial information of third parties including, without limitation, account numbers and all other personal and private information of third parties. Company shall have no obligation to ensure, oversee and/or advise Customer as to the validity or legality of Customer's Online Store.

b. Company shall have no obligation to (and shall not) store, retain, report or otherwise provide copies of or access to any records, agreements, invoices and/or other documents pertaining to any transactions or other dealings between Customer and any third party.

c. Company shall have no obligation to verify the accuracy and/or completeness of any transaction submitted and/or processed on Customer's Online Store including, without limitation, verifying that all funds involved in any such transaction have been accurately processed. Company shall not be responsible for any improperly processed or unauthorized transaction or any illegal or fraudulent access to Customer's Online Store, accounts, data, or other similar sensitive information.

11. Data Overages – Limitations and Additional Fees. If the Covered Services include storage space (i.e. Repliguard offsite data back-up, e-mail hosting, web hosting, etc.), the amount of storage space provided in connection with such Covered Services shall be stated on the Services Schedule and/or particular Work Order. Customer shall at all times abide by the limits on storage space provided in connection with any Covered Service. In the event that Customer exceeds the allotted storage space provided in connection with any Covered Service (each occasion, an "Overage"), Company shall automatically provide additional storage space and will send a written notice to Customer of such Overage. Customer will be charged for additional storage space used and is obligated to pay all additional fees at Company's then current rates for storage space, based on the

Overage.

12. Liability Limitation. Without limitation to any other restrictions, limitations or disclaimers of Company liabilities, warranties or obligations hereunder, Company shall not be liable for any service interruptions or for any unauthorized access to, alteration, corruption, destruction or theft of any Customer data or information or Customer Content, whether or not caused, in whole or in part, by any action or inaction of Company. In the event Company does not materially perform its obligations under this Agreement, Customer's sole and exclusive remedy shall be to terminate this Agreement, but in such event, Customer shall remain obligated to pay Company for all Covered Services rendered up to the time of Company's receipt of written notice from Customer indicating such termination. THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES, WHATSOEVER, WHETHER FORESEEABLE OR NOT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR PROSPECTS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHERWISE), EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Miscellaneous.

a. Entire Agreement and Modification. This Agreement constitutes the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof, and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, except as contained herein. Customer and Company further agree that this Agreement shall not be amended or modified, except by a Work Order or otherwise by a written instrument signed by both Company and Customer.

b. Enforcement. If Company is required to engage in any proceedings, legal or otherwise, to enforce its rights under this Agreement (including, without limitation to collect any payments due hereunder), Company shall be entitled to recover from Customer, in addition to any other sums due, its reasonable attorneys' fees, costs and disbursements involved in said proceedings. Interest on all amounts not paid when due under this Agreement, or under any invoice, Work Order, or otherwise, shall accrue at a rate of 1½% per month (18% per annum). In addition to any other remedies available to Company, in the event of any breach or threatened breach of this Agreement, the Services Schedule or any Work Order, Company shall be entitled to equitable remedies, including (without limitation) preliminary and permanent injunctive relief and specific performance, it being acknowledged and agreed by Customer that legal remedies are inadequate.

c. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Company and Customer, and their respective heirs, successors and permitted assigns. This Agreement may not be assigned by Customer without the prior written consent of Company.

d. Severability and Waivers. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect and in no way be affected, impaired or invalidated. No waiver by any party of any condition, or the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition.

e. Governing Law and Jurisdiction. This Agreement and its validity, interpretation, performance and enforcement shall be governed by the internal laws of the Commonwealth of Pennsylvania, notwithstanding any conflict-of-law rules. Any disputes hereunder shall be litigated in the state or federal courts having jurisdiction in Lancaster County, Pennsylvania, by non-jury trial. Company and Customer each hereby irrevocably agrees to such jurisdiction and venue and waives all rights to a jury trial, and each hereby agrees that all service of process, including any instrument to initiate suit, shall be effective if served in accordance with Pennsylvania law.

f. Interpretation. Headings contained herein are for convenience of reference only and are not to be considered in construing this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate. The word "including" when used herein is intended to be exemplary and inclusive of the word or phrase it modifies, and is not intended to be exclusive or limiting. Company and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between them, nor will either party have the authority to bind the other to legal obligations.

g. Force Majeure. Notwithstanding any provisions to the contrary contained herein, Company shall not be liable for any failure to perform its obligations under this Agreement, the Services Schedule or any Work Order or for any failure or unavailability of the Proprietary Materials or other Covered Services because of circumstances beyond the reasonable control of Company, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes,

war, any acts or omissions of any government or governmental authority, declarations of governments, laws, court orders, power failure, computer failure, reasonable downtime for routine maintenance, network problems, ISP or other service provider problems, transmission or telecommunications problems or failure, failure of Customer to cooperate with the reasonable requests of Company, misuse of the Proprietary Materials or other Services by Customer or its users or a third party and Customer's breach of its obligations.

h. Company Policies. Customer agrees to comply fully with all reasonable specifications, rules, regulations and policies governing use of Proprietary Materials, the Covered services and/or any other Services provided to Customer by Company, including, without limitation, the General Terms and conditions attached as Exhibit C hereto. Such rules, regulations and policies shall be subject to change from time to time in Company's sole discretion.

i. Notices. All notices, claims, requests, demands, and other communications pursuant to this Agreement, the Services Schedule or any Work Order shall be in writing and shall have been deemed to have been duly delivered if delivered in person, sent by facsimile upon confirmation, sent and received by return receipt email, upon receipt of delivery of overnight mail or sent by United States certified mail, return receipt requested, postage prepaid, addressed as set forth at the end of this Agreement, the Services Schedule or in the applicable Work Order or to such other or persons or addresses as Company or Customer may subsequently designate in writing delivered to the other party in accordance with this paragraph.

j. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

k. Communication. Customer and Company agree that communication regarding the performance of this Agreement may include, but not be limited to, electronic communication via electronic mail, facsimile or other electronic means. Customer agrees that (a) an identification code (USERID) contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity, (b) all electronic communications require a receipt or acknowledgment for verification (acceptable verification to include delivery confirmation and transmittal receipts) and (c) electronic communication that is not verifiable will not be legally binding in any way.

l. Definitions. Capitalized terms used in this Agreement but not defined herein shall have the meanings ascribed to such terms in Exhibit B hereto.

IN WITNESS WHEREOF, Company and Customer have executed this Agreement the day and year first written above.

Company:

One2One Computer Services, Inc.

Authorized Signer: _____

Printed Name: _____

Title: _____

Customer:

Authorized Signer: _____

Printed Name: _____

Title: _____

Customer Address:

EXHIBIT B

DEFINITIONS

“**Additional Work**” shall mean any service requested that falls outside the scope of the original proposal or agreement.

“**Alterations**” shall mean any modifications or changes made without the supervision or guidance of Company.

“**Applicable Law**” shall mean all laws, rules and regulations applicable to the Customer, including all applicable common law and equitable principles; all provisions of all applicable state, federal and foreign constitutions, statutes, rules, regulations and orders of any governmental or quasi governmental body, and all applicable orders, judgments and decrees of all courts as arbitrators.

“**Confidential Information**” shall mean statistical, financial, and personal data related to Customer or Company’s business.

“**Covered Hardware**” shall mean all servers, PCs, printers, networks and/or peripherals identified on the equipment list.

“**Covered Services**” shall have the meaning set forth in Paragraph 1 of this Agreement.

“**Covered Software**” shall mean all software programs identified on the equipment list.

“**Customer Materials**” shall mean all equipment, including hardware, software, and peripherals that are the property of Customer.

“**Damaging Electronic Files**” shall mean those files which are considered harmful or malicious.

“**Domain Names**” shall mean the part of a website or e-mail address used to direct internet users to the Customer’s website or e-mail.

“**E-mail Accounts**” shall mean an electronic mail account for a specific e-mail address configured on an e-mail server using a store and forward method of composing, sending, storing, and receiving messages over the internet.

“**Exclusions from Services**” shall mean all those services specifically not covered by this Agreement, including but not limited to: the setup of new and replacement hardware or software, operating system upgrades, system configuration, additions to network, data transfer, and loading of system applications and software.

“**Fee Increase Notice**” shall mean a notice that Company’s established fees are changing.

“**Handheld Device**” shall mean peripherals or mobile e-mail/connectivity devices used in conjunction with a server or workstations, such as a Blackberry or iPhone. iPods and other music player devices are not considered a handheld device and will not be supported under the terms of the agreement.

“**Hardware**” shall mean the mechanical, magnetic, electronic and electrical components which comprise Customer’s PCs, networking hardware, printers/scanners/all-in-ones, peripherals, or handhelds.

“**IT Governance**” shall mean the assessment, review, and preparation of business processes and technology to uphold security of critical data and confidential information, and to ensure sustainability in the face of unknown threats.

“**IT Management**” shall mean the entire supervision of Customer’s information technology environment, including monitoring of networks and support for equipment and software.

“**Maintenance Services**” shall mean updates, upgrades and licensing renewals; troubleshooting via remote session; technician service call to Customer’s location; service at One2One’s repair shop to maintain the operation of covered hardware and covered software.

“**Networking Hardware**” shall mean, but is not limited to: servers, routers, firewalls, switches, hubs, access points, and other routing devices. Devices may be wired or wireless.

“**New Hardware and Software**” shall mean any device or software that is not scheduled on the equipment list..

“**Off-site Backup Services**” shall mean the backing up of specific data files selected by the Customer over Customer’s existing internet connection to an offsite backup server.

“**Online Store**” shall mean a website configured for the purpose of selling products or services over the internet, consisting of a database driven graphical interface with the ability to send encrypted data to the Customer via e-mail and/or a third party such as a credit card processing gateway in exchange for those products or services.

“**Other Services**” shall mean all those services not defined within this agreement.

“**Peripherals**” shall mean mobile and handheld devices used in conjunction with a server or PC, such as an iPhone or Blackberry. iPods and other music players or devices are not considered a peripheral.

“**Proprietary Materials**” shall mean those materials owned or controlled by Customer or by Company.

“**Replacement Hardware and Software**” shall mean any similar equipment or software that takes the place of covered hardware or software and is therefore covered under this agreement.

“**Repliguard**” shall mean the backing up of specific data files selected by the Customer over Customer’s existing internet connection to an offsite backup server maintained by Repliguard, using proprietary software which encrypts and transmits the data automatically on a pre-defined schedule.

“**Server**” shall mean an application or device that performs services for connected clients as part of a client-server architecture. May include web servers, e-mail servers, application servers, terminal servers, and file servers.

“**Services Schedule**” shall mean the listing of services to be provided by Company to Customer.

“**Software**” shall mean a collection of computer programs, procedures, and documentation that perform tasks on a computer system. This may include application software such as word processors, system software such as operating systems, or other types of software not mentioned herein.

“**Updates**” shall mean the change of the data within a file in order to make the file current.

“**Work Order**” shall mean the written description of specific work or services to be provided to Customer.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

Business Standard Support: Stand Alone Computers, Printer Repair, Peer to Peer Networking, Workstation setup for client server networks, Office Productivity Software, Hubs and Computer Training.

- There is a **one hour minimum** charge for each service call. Additional time is billed in quarter (1/4) hour increments.
 - A Service Call is billable from the time our technician begins **traveling** to your location until the completion of the services being provided.
- Remote Support may be provided and billed in quarter (1/4) hour increments. There is a **half (1/2) hour** minimum charge for each remote session.
- Phone Support may be provided and billed in quarter (1/4) hour increments. There is a **quarter (1/4) hour** minimum charge for each phone support session.
- Chat/Email Support may be provided and billed in quarter (1/4) hour increments. There is a **quarter (1/4) hour** minimum charge for each chat/email support session.
- In Office Support may be provided and billed in quarter (1/4) hour increments. There is a **quarter (1/4) hour** minimum charge for each in office support session.

Full payment in the form of Cash, Check, Money Order, Visa or MasterCard, is due upon completion of service call.*

* Business Clients: Future service calls AFTER the initial visit may be invoiced with Net 20 Terms: FULL PAYMENT DUE ON NET 20 DAYS AFTER COMPLETION OF JOB. IF PAYMENT IS NOT RECEIVED IN 20 DAYS, interest shall accrue on any such unpaid amounts at the rate of two percent (2%) per month.

Multimedia/Web Development: Internet Web Design and Development, Custom Web Applications, Intranet Design.

- There is a **one hour minimum** charge for Multimedia Custom Development. Additional time is billed in half (1/2) hour increments.
- All Multimedia Development is **proposed** and requires **signed approval** as well as a **50% deposit** for work to be placed in the calendar for completion.
- Web Updates are billed in half (1/2) hour increments at our standard Web Hourly Rate.

Business Hours:

Weekdays (Mon-Fri)	8:00 AM – 5:00 PM (Normal Business Hours)
Weekends (Sat-Sun)	Closed – Except for Emergency Support for Contract Clients and/or Previously Scheduled Service Calls
Holidays*	Closed – Except for Emergency Support for Contract Clients

*New Years Eve & Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Eve & Day